



DEPARTMENT OF THE AIR FORCE
AIR FORCE CIVIL ENGINEER CENTER

AFCEC/CIBW
3411 Olson Street
McClellan, CA 95652-1003

MAY 02 2016

Mike Plaziak, PG
Division Manager
South Lahontan Watersheds Division
Lahontan Regional Water Quality Control Board
14440 Civic Drive, Suite 200
Victorville, CA 92392

Dear Mr. Plaziak:

Re: Request for Soil Sampling at the School Properties, Non-CERCLA Site OT071,
Former George AFB, Victorville (Your Letter, April 8, 2016)

We have completed our research into the use and occupancy of the land; and the construction, maintenance, and repair of facilities on the subject properties. We made the following findings:

1. On or about October 1952, the Air Force (AF) assigned the property to the United States Department of Health, Education, and Welfare (HEW). In turn, HEW permitted/licensed the property for School Purposes to the Adelanto School District beginning on October 17, 1952 (Attachment 1). This permit/license allowed HEW to provide federal "Impact Aid" funding to the Adelanto School District for the purpose of school construction.
2. On September 1, 1969, the AF executed a 25 year land lease with the Adelanto School District, "to construct and furnish facilities for school purposes." In addition to the AF's land lease, this document includes HEW's quitclaim deed of existing school facilities that HEW "... caused to be constructed ..." (Attachment 2). The Adelanto School District initiated this action in their effort to construct additional school buildings and/or renovate existing ones.
3. On September 18, 1994, the AF supplemented the 25 year land lease by adding a period of one year to provide enough time for the land to be conveyed in fee to the Adelanto School District, as a Public Benefit Conveyance (PBC) (Attachment 3).
4. On October 21, 1994, the AF amended the subject property's Finding of Suitability to Transfer (FOST). The main purpose of this amendment was to document that the land

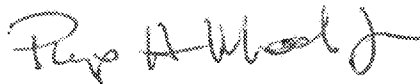
area to be transferred included improvements, “. . . owned and occupied by the Adelanto School District[.]” (Attachment 4).

5. On May 22, 1995, the Department of Education (successor to HEW), conveyed in fee the land to the Adelanto School District (Attachment 5) using the PBC. HEW had already transferred ownership of the school facilities in 1969 (#2 above).

The AF is completely satisfied that we did not use or occupy the land after October 1952, nor construct, maintain or repair the school facilities on the subject property during the time period of concern. Therefore, the AF is not the responsible party if pesticides were released or applied to facilities or soil. I am continuing to research and attempting to locate all the land instruments. The Adelanto School District is the best source for construction/renovation documentation, as well as operation and maintenance records.

If you have any questions, please contact me at (916) 643-1250 x 100 or philip.mook@us.af.mil.

Sincerely,



PHILIP H. MOOK, JR., P.E.
Chief, Western Execution Branch

Attachments:
As stated above

cc:
Donald Gronstal, Air Force (AFCEC/CIBW)
Mary Aycock, USEPA, Region IX
Eric Canteenwala, USEPA, Region IX
Dan Ward, DTSC
Maria Gillette, DTSC Schools Unit
Calvin Cox, CNGT
Tarek Ladaa, CB&I
David Daftary, CB&I
Mark Thomas, CB&I
Susan Soloyanis, Sologeo, LLC.
Keith Metzler, City of Victorville, SCLA
Eric Ray, City of Victorville, SCLA
Steve Ashton, City of Victorville, Public Works
Logan Olds, VVWRA
Tom Thornton, City of Adelanto, Operations
Anna Garcia, Mojave Water Agency

Attachment 1

Permit for School Purposes
on
George Air Force Base
October 17, 1952

DA 04-353-EN6-6002
DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
Office of Education
Washington 25, D. C.

Section 204, P.L. 815
(N) Operated under
Section 3, P.L. 874

Project No. Calif-51-C-FED-2

Anterior 547B Building 1953
PERMIT FOR SCHOOL PURPOSES
ON

GEORGE AIR FORCE BASE
VICTORVILLE, CALIFORNIA

The Board of Education of Adelanto School District, San Bernardino,
Full Legal Name and Address of Local Educational Agency Calif.

a local educational agency (hereinafter called the Agency), is hereby granted a permit beginning on the 17th day of October, 1952, by the Commissioner of Education, Department of Health, Education, and Welfare, (hereinafter called the Commissioner) to use and occupy for school purposes, pursuant to Public Laws 815 and 874, 81st Congress, and the permit dated January 14, 1952, to the Commissioner from the Secretary of the Air Force, all school buildings and other facilities located on the land in the State of California, County of San Bernardino, which is described at the end hereof, together with all equipment, furnishings and appurtenances (a detailed inventory of which is attached hereto) installed therein or located thereon on the date of this permit or thereafter provided by the Commissioner, all of which are hereinafter collectively referred to as the Property.

This permit is granted subject to the following provisions and conditions:

1. That the Agency shall conduct in such facilities an education program for children residing on George Air Force Base as a part of the Agency's school system in accordance with the laws of the State of California.
Name of Installation

2. That the Agency shall pay all charges for utilities and

services furnished to the Property. Payment shall be made direct to the producing or supplying company or to the Department of the Air Force Federal Agency in Control of for the utilities and services which are produced or supplied by each, respectively.

3. That the Agency shall use the Property during the term of this permit for the purpose described above, subject to such reasonable rules and regulations relative to ingress, egress, security and non-school use as may be prescribed by the Secretary of the Air Force or the Officer in charge of the installation with the approval of the Commissioner of Education.

4. That the Agency shall maintain and keep the Property in good repair and operating condition (including repair or reconstruction due to damage occasioned by any risk, such as fire or the elements, to which the Property is exposed) on the present site, and, immediately upon the termination of this permit as herein provided, will return the same to the Commissioner in as good condition and state of repair as the Property is in when delivered to the Agency, reasonable wear and tear and loss or damage caused by war excepted. Repair to or reconstruction of property requiring expenditures in excess of \$500.00 shall be upon plans approved by the Commissioner.

5. (a) That the Agency shall procure and maintain such insurance covering the risks to which the Property is exposed as the Commissioner may require, shall promptly deliver proof of coverage to the Commissioner, and shall give due notice to the proper insurance companies and to the Commissioner of any loss or damage to the Property.

(b) That the Commissioner may require the Agency to remit to the United States any payment in excess of \$500.00 received by it pursuant to insurance provided under paragraph 5 (a). In such event the Agency's obligation to repair or reconstruct under paragraph 4 shall be deemed fulfilled to the extent of the damage for which the payment remitted to the Commissioner was made.

6. That the Agency shall permit the Commissioner, or his authorized representatives, at any reasonable time to enter upon and inspect the Property, and shall submit current inventories at the Commissioner's request of the equipment, furnishings and appurtenances located in the facilities or on the site.

7. That the Agency shall save the United States Government and the Commissioner harmless from any liability or claim arising ^{from} the Agency's possession, use, maintenance and operation of the Property or the fulfillment of its obligations hereunder.

8. That the Agency shall not assign or transfer its rights or interest under this permit, or transfer possession of, or dispose of the Property or any part thereof, or create or permit a lien or charge upon or claim against the Property or any part thereof, without the consent of the Commissioner evidenced in writing.

9. That the United States Government and the Commissioner assume no liability for any damage, injury, loss or expense caused by, resulting from, or arising in connection with the Property or its use, or from any defect in or from representations not herein contained made concerning the Property; nor for any part of the cost of operating said Property and conducting an education program thereon, except to the extent to which the Agency is entitled to assistance under Public Law 874, 81st Congress, or any subsequent legislation in extension thereof or in substitution therefor.

10. That this permit is subject to Acts of Congress and any Rules and Regulations which have been or may be promulgated by the Commissioner.

This permit shall remain in effect until terminated by mutual agreement of the parties, or revoked by the Commissioner. Any of the following reasons shall be a ground for revocation by the Commissioner:

- (a) Termination of the permit for the use of land granted to the Commissioner by the Secretary of the Air Force under date of January 14, 1952;

- (b) Failure of the Agency to operate the Property in accordance with the public school laws of the State of California;
- (c) Failure or inability of the Agency to comply with any of the terms or conditions of this permit;
- (d) Termination of the facts and conditions upon which the Commissioner's authority to provide the Property is based; or
- (e) Termination of the authority and responsibility of the Commissioner to provide school facilities and free public education for children who reside on Federal establishments under Public Laws 815 and 874, 81st Congress, or subsequent laws of the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

7th day of May 1953.

Ralph I. Grier
Acting UNITED STATES COMMISSIONER OF EDUCATION

(Seal)

The Agency hereby consents and agrees to the above provisions and conditions.

William A. King (Chas)
For the
Adelanto School Dist.
Full Legal Name of Agency

Certificate of Authentication

I, William A. King, certify that I am the Clerk
of Adelanto School District, the Agency herein; that
Local Educational Agency
William A. King, who signed this Permit on behalf
Name
of the Agency, was then Clerk of said Agency; that said
Title
Permit was duly signed for and in behalf of said Agency by authority
of its governing body, and is within the scope of its corporate
powers.

William A. King
Clerk 1721
(Title)

Description of Land:

All that certain parcel of land situated within the George
Air Force Base, California, and lying within Section 26, Township
6 North, Range 5 West, San Bernardino Base and Meridian and de-
scribed as follows:

Commencing at the NE corner of the SE 1/4 of Section 26, thence
S 440', thence W 2000', thence N 440' to N line of SE 1/4,
thence E along N line 2000' to point of beginning, 20.20 acres;
together with the right of ingress and egress thereto.

Attachment 2

US Air Force Lease to
Adelanto School District
September 1, 1969

School Leases (Law)
School Deed (Bldg + Imp)

DEPARTMENT OF THE AIR FORCE

LEASE

OF PROPERTY ON GEORGE AIR FORCE BASE MILITARY RESERVATION
SAN BERNARDINO COUNTY, CALIFORNIA

No.

THIS LEASE, made between the Secretary of the Air Force, of the first part, and the BOARD OF TRUSTEES, ADELANTO SCHOOL DISTRICT, Adelanto, San Bernardino County, California

of the second part, WITNESSETH:

That the Secretary of the Air Force, by virtue of the authority contained in Title 10, United States Code, Section 2667, having determined that the property hereby leased is not excess property as defined by Section 3 of the Federal Property and Administrative Services Act of 1949, as amended (40 U. S. C. 472), is not for the time needed for public use, and the leasing thereof will be advantageous to the United States and in the public interest, and for the consideration hereinafter set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a

term of twenty-five years (25), beginning 1969 September 01, #0, and ending 1994 August 31, but revocable at will by the Secretary of the Air Force, the following described premises or property for purposes only: during a national emergency declared by Congress or the President of the United States, the following described premises or property with right of ingress and egress over Government-owned roads, to construct and furnish facilities for school purposes:

Four parcels of land, designated as Unit A-18, containing 42.24 acres, more or less, situated within the boundaries of George Air Force Base, San Bernardino County, California, more particularly described in legal description File No. 208-K-20 dated 30 July 1969, marked Exhibit B, and shown on Drawing No. 208-K-20, dated 19 August 1969, marked Exhibit C, both exhibits being attached hereto and made a part hereof.

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THIS LEASE is granted subject to the following conditions:

1. That the lessee shall pay to the United States rental in the amount of _____ per annum, payable in advance, and the lessee shall also pay to the United States on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in restoring the premises to the condition required by Condition No. 20 hereof. Compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee direct to

2. That, as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by a representative of the Government and a representative of the lessee to reflect the condition of said property as of the commencement date of this lease. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this lease a similar inventory and condition report shall be prepared and submitted to the Division Engineer, or District Engineer

hereinafter designated as "said officer," said inventory and condition report to constitute the basis for settlement by the lessee with said officer for leased property shown to be lost, damaged or destroyed, any such property to be either replaced or restored to the condition required by Condition No. 20 hereof, or at the election of the Government reimbursement made therefor by the lessee at the then current market value thereof.

3. That the lessee has inspected and knows the condition of the leased property and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

4. That, subject to the limitations of Condition No. 20 hereof with respect to the restoration of the property, all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the lessee.

5. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this lease without permission in writing from the said officer.

6. That the right is hereby reserved to the United States, its officers, agents, and employees, to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government, and the lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessee's officers, agents, servants or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

8. That the said lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

9. That any property of the United States damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the said officer, or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

10. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures, or changes required for the proper grading and/or cut and fill necessary to establish proper school sites. The lessee shall be the final judge of what is proper school sites.

11. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

12. That the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer. Exterior design of school building or buildings to be constructed shall be subject to review by said officer.

13. That the lessee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges which, at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the lessee with respect to or upon the leased premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this lease (as opposed to the leasehold interest of the lessee therein), this lease shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments, or similar charges and the amount of any taxes, assessments or similar charges which were imposed upon such lessee with respect to his leasehold interest in the premises prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessments, or similar charges, on a rental which, in the opinion of the said officer, constitutes a reasonable, return to the Government on the leased property, then, in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the lessee subject to appeal in accordance with Condition No. 14 of this lease.

13. (Alternate) That the lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this lease, may be taxed, assessed, or imposed upon the lessee's interest in the leased premises. In the event any taxes, assessments, or similar charges are imposed, with the consent of Congress upon property owned by the Government and included under this lease (as opposed to the leasehold interest of the lessee therein), they shall be paid (1) by the Government, in which event this lease shall then be renegotiated to increase the consideration provided above in the amount of such taxes, assessments, or similar charges paid by the United States, or (2) at the option of the Government, by the lessee.

14. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Air Force. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless deter-

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mined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This Condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

15. That this lease may be terminated by the lessee at any time by giving to the Secretary of the Air Force, through the said officer, at least ten (10) days' notice thereof in writing; provided that, in case of such termination, no refund by the United States of any rental theretofore paid shall be made, and provided further, that in the event the said notice is not given at least ten (10) days prior to the rental due date, the lessee shall be required to pay the rental for the period or term shown in Condition No. 1 hereof.

16. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and to such rules and regulations as may be prescribed by him from time to time.

17. That the lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the property, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee, including the lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the officer having immediate jurisdiction over the property, upon bills rendered monthly.

18. That for such period as the lessee is in possession of the leased property pursuant to the provisions and conditions of this lease the lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. The lessee shall procure such insurance from any responsible company or companies. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, any balance of the proceeds not required for repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government; and that in the event the Government does not elect by notice in writing to the insurer within 60 days after the damage or destruction occurs to have the proceeds paid to the lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the Government, provided, however, that the insurer, after payment of any proceeds to the lessee in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore, or replace the leased property or any part thereof.

19. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

20. That, on or before the date of expiration of this lease or its termination by the lessee, the lessee shall at its cost vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to as good order and condition as that existing upon the date of com-

mencement of the term of this lease, less ordinary wear and tear and damage to the leased property covered by insurance and for which the Government shall receive or has received insurance funds in lieu of having the damaged property repaired, replaced, or restored. If, however, this lease is revoked, the lessee shall vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to the condition aforesaid within such time as the Secretary of the Air Force may designate. In either event, if the lessee shall fail or neglect to remove the property of the lessee and so restore the leased property, then, at the option of the Secretary of the Air Force, the property of the lessee shall either become the property of the United States without compensation therefor, or the Secretary of the Air Force may cause it to be removed and the leased property to be so restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

20. (Alternate) That, on or before the date of expiration of this lease or its termination by the lessee, the lessee shall vacate the demised premises, remove the property of the lessee therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the lessee and due to fair wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within such time as the Secretary of the Air Force may designate. In either event, if the lessee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Air Force, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Air Force may cause it to be removed and the premises to be restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

21. That if more than one lessee is named in this lease the obligations of said lessees herein contained shall be joint and several obligations.

22. That, except as otherwise specifically provided, any reference herein to "Division Engineer," "District Engineer" or "said officer" shall include his duly appointed successors and his authorized representatives.

23. That all notices to be given pursuant to this lease shall be addressed, if to the lessee, to Board of Trustees, Adelanto School District of San Bernardino County, 17885 Jonathan Street, Adelanto, California 92301. if to the Government, to the District Engineer, U.S. Army Engineer District, Los Angeles, Corps of Engineers, P.O. Box 2711, Los Angeles, California 90053. or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

24. The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

25. That in the event the United States revokes this lease or in any other manner materially reduces the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rental paid or thereafter to be paid under this lease shall be made. Provided, however, that this provision shall not apply in the event of revocation because of a breach by the lessee of any of the terms and conditions of this lease.

34. That prior to the execution of this lease, conditions were deleted, revised and added in the following manner:

Revised: Granting clause and Conditions Nos. 4, 7, 10, and 12.
Deleted: Conditions Nos. 1, 2, 13, 18, 20, 20(Alternate) and 25.
Added: Conditions Nos. 26 through 34. Conditions Nos. 26 through 33 are contained in Exhibit A, attached hereto and made a part hereof.

This lease is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Air Force this _____ day of _____, 19____ direction

Combe of Engineers' B.O. Box 5111, for purchase of property, 10000
Engineers' B.O. Box 5111, for purchase of property, 10000
Engineers' B.O. Box 5111, for purchase of property, 10000
Engineers' B.O. Box 5111, for purchase of property, 10000

THIS LEASE is also executed by the lessee this 1st day of September 1969.

BOARD OF TRUSTEES, ADELANTO SCHOOL DISTRICT

BY: David H. Brown [SEAL]

TITLE: District Superintendent
(Post-Office Address)

Signed and sealed in the presence of

(1) _____

(2) _____

26. That in lieu of rental, the lessee is required to provide for the maintenance, protection, repair, or restoration of the leased property.

27. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and to such reasonable rules and regulations in regard to safety, security, and military activities as may be prescribed by him from time to time. Lessee's educational program shall be carried on in accordance with the constitution of the State of California and the Education and California Administrative Codes of the State of California, and shall not be subject to any rules and regulations other than those hereinabove enumerated.

28. That this lease is subject to existing easements for electric transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, roads or streets, or other facilities located on the land covered by this lease.

29. That the lessee may require any child resident in the School District to attend the school to be constructed on the leased premises regardless of whether or not the child lives at George Air Force Base.

30. That on or before the date of expiration of this lease, or renewal thereof, or its termination by the lessee, the lessee shall, at its cost, vacate the leased property, and title to all improvements thereon shall vest in the United States Government. If this lease is revoked, the lessee shall vacate the leased property within such time as the Secretary of the Air Force may designate, and title to all improvements thereon shall vest in the United States Government. }

31. That a right of ingress and egress is granted over Government-owned roads, for construction and furnishing facilities for school purposes.

32. That the lessee does, by the acceptance of this lease, covenant and agree for itself, its assigns, sublessees, and successors in interest to the property herein leased or any part thereof:

(1) That the leased premises (and buildings and facilities erected thereon) will be operated as a school facility in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the

George Air Force Base
Board of Trustees
Adelanto School District
Lease No.

EXHIBIT A

AD

Air Force and in effect on the date of this lease to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(2) That the United States shall have the right to judicial enforcement of these covenants not only as to the lessee, its successors and assigns, but also as to sublessees and licensees doing business or extending services under contractual or other arrangements on the land herein; and

(3) In the event of a breach of any of the conditions set forth above, the United States may terminate this lease as provided herein; provided, however, that the failure of the United States to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the lessee with respect to such future performance shall continue in full force and effect.

33. That this lease shall supersede Lease No. DA-04-353-ENG-9608, dated 1965 July 28.

George Air Force Base
Board of Trustees
Adelanto School District
Lease No.

EXHIBIT A

415

DATE: 30 July 1969
UNIT: A-13
ACREAGE: 42.24
PROJECT: George Air Force Base
LOCATION: San Bernardino County, California
FILE: 208-K-20

OUTGRANT TO ADELANTO SCHOOL DISTRICT

Four parcels of land situate within George Air Force Base, in the Southeast 1/4 of Section 26, and in the Northeast 1/4 of Section 25, Township 6 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

PARCEL NO. 1:

Commencing at the Northeast corner of said Southeast 1/4 of said Section 26; thence South 0° 24' 07" West along the East line of said Southeast 1/4 a distance of 440.00 feet; thence parallel with the North line of said Southeast 1/4 South 89° 10' 49" West 640.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89° 10' 49" West along said parallel line 900.00 feet; thence parallel with said East line South 0° 24' 07" West 500.00 feet; thence North 89° 10' 49" East 900.00 feet; thence North 0° 24' 07" East 500.00 feet to the true point of beginning.

Containing 10.33 acres, more or less.

PARCEL NO. 2:

Commencing at the Northeast corner of said Southeast 1/4 of said Section 26; thence along the East line of said Southeast 1/4, South 0° 24' 07" West 440.00 feet; thence South 89° 10' 49" West 1540.00 feet parallel with the North line of said Southeast 1/4; thence South 0° 24' 07" West 500.00 feet to the TRUE POINT OF BEGINNING;
thence North 89° 10' 49" East 900.00 feet;
thence South 0° 24' 07" West 500.00 feet;
thence South 89° 10' 49" West 700.00 feet;
thence North 21° 33' 53" West 534.54 feet to the true point of beginning.

Containing 9.18 acres, more or less.

EXHIBIT B

RESOLUTION No. 333

ADELANTO SCHOOL DISTRICT.

On motion of Member Jason Lockwood, seconded by Member Paul Reeves,
the following resolution is adopted:

BE IT RESOLVED by the Governing Board of the Adelanto School District and
hereby ordered that:

The Board of Trustees of the Adelanto School District accept the terms
and conditions of a proposed lease for four (4) parcels of land de-
signated as Unit A-18, containing 42.24 acres, more or less, situated
within the boundaries of George Air Force Base, San Bernardino County,
California; for a term of 25 years beginning September 1, 1969; between
the Secretary of the Air Force and the Board of Trustees of the Adelanto
School District and further that the Executive Secretary of the Board
of Trustees, David A. Brownell, is hereby authorized to execute said
lease on behalf of the Board of Trustees.

PASSED AND ADOPTED this 22nd day of Sept., 1969, by the Governing Board
of the Adelanto School District of San Bernardino County, California, by the
following vote:

AYES: 3

NOES: 0

ABSENT: 2

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Paul V. Reeves, Clerk of the Governing Board of the Adelanto
School District of San Bernardino County, California, do hereby certify that
the foregoing is a full, true, and correct copy of a resolution adopted by
the said Board at a regular meeting thereof held at its regular place
of meeting at the time and by the vote above stated, which resolution is on
file in the office of said board.

Date September 22, 1969

Clerk

Paul V. Reeves

Member

Kenneth Murphy

Member

Jason R. Lockwood

Member

Member

QUITCLAIM DEED

This Deed, made this 2nd day of September, 1969, between the UNITED STATES OF AMERICA, Transferror, acting by and through the Commissioner of Education by the Director, Division of School Assistance in Federally Affected Areas, Bureau of Elementary and Secondary Education, Office of Education, Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in section 10(b) of Public Law 81-815 (20 U.S.C. 640(b)), as added by section 228, Public Law 89-750, and subject to the provisions of the Civil Rights Act of 1964 and the regulations promulgated thereunder, and the BOARD OF TRUSTEES, ADELANTO SCHOOL DISTRICT, ADELANTO, CALIFORNIA, the Transferee.

WITNESSETH

WHEREAS, Section 10(b) of said Public Law 81-815, as added by section 228 of Public Law 89-750, authorizes the Commissioner of Education to transfer to local educational agencies, without charge, all the right, title, and interest of the United States in and to school facilities made available to such local educational agencies under section 10 of Public Law 81-815, or sections 204 and 310 of such Act as in effect January 1, 1958; and

WHEREAS, the Commissioner of Education, under and pursuant to the powers and authority contained in section 10 (or former sections 204 and 310) of Public Law 81-815, caused to be constructed on certain land located within the George Air Force Base, California, the following described school facilities;

Calif-51-C-FED-2A

Eight classrooms, one kindergarten, administration unit, multipurpose room with kitchen, toilets and appurtenances.

Calif-52-C-FED-2B

Addition to the existing elementary school consisting of four classrooms, heater room, kindergarten; addition to multipurpose room; addition to administration building including library, storage room and covered walks.

Calif-62-C-FED-2A12

Addition to the existing elementary school consisting of two classrooms, library, enlargement of administration unit, storage space, covered corridors, and on-site improvements.

Calif-63-C-FED-2A13

Addition to the existing elementary school plant (Calif-C-FED-2A, 2B, and 2A12), consisting of a teachers' dining and workroom, an addition to the kitchen area, an addition to the maintenance area, a covered passageway, and minimum site development, including a concrete paved patio adjoining the faculty dining room.

and provided movable school equipment for use in the above described school facilities, which equipment is listed on Schedule "A" attached hereto and by this reference made a part hereof; and

WHEREAS, by letter dated November 13, 1967, the Board of Trustees, Adelanto School District, Adelanto, California, has requested that the Commissioner of Education transfer to the said Adelanto School District the above described school facilities and school equipment, which were provided under section 10 of Public Law 81-815 or under section 204 or 310 of said Act as in effect prior to January 1, 1958; and

WHEREAS, the local educational agency, the Transferee herein, by letter dated November 13, 1967, approved by the State Department of Education of the State of California, by letter dated November 15, 1967, has given assurances required by the Commissioner with respect to a transfer of property under section 10(b) of Public Law 81-815; and

WHEREAS, pursuant to section 10(b) of Public Law 81-815, the Commissioner of Education has determined that it is in the interest of the United States to transfer to the local educational agency, its successors in functions and assigns, all the right, title, and interest of the United States in and to the above described school facilities, including the school equipment listed on Schedule "A" attached, which facilities are situated within the George Air Force Base, California; and

WHEREAS, the land on which the aforesaid school facilities are located, which consists of 10.22 acres, more or less, and which is more specifically described on Schedule "B" attached hereto, and by this reference made a part hereof, is Federal land under the control of the Department of the Air Force, and which land was permitted by the Secretary of the Air Force to the Commissioner of Education for use for school purposes beginning January 14, 1952; and

WHEREAS, on July 7, 1969, the Department of the Air Force authorized the issuance of a lease of the land on which the aforesaid school facilities are located to the Board of Trustees, Adelanto School District, Adelanto, California, for a term of twenty-five years:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the Commissioner of Education by the Director, Division of School Assistance in Federally Affected Areas, under and pursuant to the authority contained in Public Law 81-815, as amended, does hereby transfer and release to the BOARD OF TRUSTEES, ADELANTO SCHOOL DISTRICT, ADELANTO, CALIFORNIA, its successors in functions and assigns, all the right, title, and interest of the UNITED STATES OF AMERICA in and to the above described school facilities, including the school equipment listed in the attached Schedule "A", the title to all such property to be vested in the Board of Trustees, Adelanto School District, as of the day and year first above written, upon acceptance by the local educational agency of this deed and upon the complete execution of the lease for the school site.

By acceptance of this instrument, the BOARD OF TRUSTEES, ADELANTO SCHOOL DISTRICT, agrees that this transfer and release is effective upon an "as is, where is" basis, and that the UNITED STATES OF AMERICA makes no warranty, express or implied, with respect to the property hereby transferred.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Commissioner of Education

Gerald M. Cherry

Gerald M. Cherry, Director
Division of School Assistance in Federally
Affected Areas, Bureau of Elementary and
Secondary Education, Office of Education,
Department of Health, Education, and
Welfare

WITNESSES:

Marjelle J. Blauer
William R. Lathrop

ACKNOWLEDGMENT

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) SS

I, Harry Goldman, a Notary Public in and for the District of Columbia, do hereby certify that Gerald M. Cherry, Director, Division of School Assistance in Federally Affected Areas, Bureau of Elementary and Secondary Education, Office of Education, Department of Health, Education, and Welfare, is personally known and known to me to be the identical person who executed the foregoing instrument in the name of the UNITED STATES OF AMERICA and acknowledged the said instrument to be the act and deed of the UNITED STATES OF AMERICA.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of September, 1969.

Harry Goldman
Notary Public in and for the District
of Columbia

My Commission expires:
My Commission Expires August 31, 1973.

ACCEPTANCE

The foregoing Deed Without Warranty is hereby accepted by the Board of Trustees, Adelanto School District, Adelanto, California, which agrees by this Acceptance to assume and be bound by all of the obligations, conditions, covenants, and agreements therein contained.

IN WITNESS WHEREOF, the Board of Trustees, Adelanto School District, aforesaid, has caused these presents to be signed by Paul V. Reeves,
Clerk, of the Adelanto
 (Title) (Name of School District)

thereunto authorized by Resolution of said Board of Trustees, dated the 22nd day of September, 1969, a copy of which is hereto annexed, and its seal hereunto affixed the _____ day of _____, _____.

BOARD OF TRUSTEES

ADELANTO SCHOOL DISTRICT

WITNESSES:

David L. Brownell

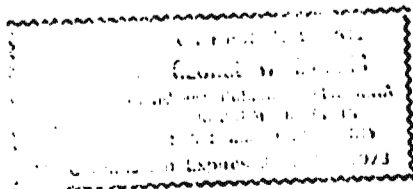
By Paul V. Reeves
 (Name) Paul V. Reeves
 Clerk
 (Title)

ACKNOWLEDGMENT

THE STATE OF California)
) SS
 COUNTY OF San Bernardino)

BEFORE ME, a Notary Public in and for said County of San Bernardino State of California, on this day personally appeared Paul V. Reeves, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same voluntarily and as the act and deed of the Board of Trustees, of the Adelanto School District, a political subdivision of (Name of School District) the State of California, and as Clerk of said School District, and for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 24 day of Sept, 1969.



George W. Morris
 Notary Public in and for San Bernardino
 County, _____

My Commission Expires:

Attachment 3

US Air Force Supplemental
Lease to
Adelanto School District

Lease No. DACA09-1-70-97
Department of the Air Force
George Air Force Base
San Bernardino County, CA
Adelanto School District

SUPPLEMENTAL AGREEMENT NO. 2

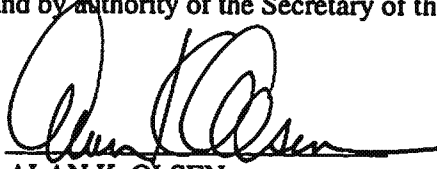
WHEREAS, on 6 October 1969, a lease was entered into between the Government and the Board of Trustees, Adelanto School District, hereinafter referred to as the Lessee, for a term of twenty-five (25) years beginning 1 September 1969 and ending 31 August 1994, covering the use of 4 parcels of land containing 42.24 acres, more or less identified as Unit A-18, George Air Force Base, California, with right of ingress and egress over Government-owned roads, to construct and furnish facilities for school purposes

WHEREAS, by letter dated 8 June 1994, the Lessee requested an extension of above referenced lease for a period of one (1) year, and the Government is agreeable thereto.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree that said lease is amended in the following particulars but in no others:

1. Extend Lease No. DACA09-1-70- 97 from 1 September 1994 until 31 August 1995, but revocable at will by the Secretary of the Air Force.
2. All other terms and conditions of the lease remain in full force and effect..

IN WITNESS WHEREOF, I hereunto set my hand by authority of the Secretary of the Air Force this 18th day of August 1994.

By: 
ALAN K. OLSEN
Director
Air Force Base Conversion Agency

This SUPPLEMENTAL AGREEMENT NO 2. is also executed by the Lessee this 24th day of August 1994.

WITNESS:

BY: 
BOARD OF TRUSTEES
ADELANTO SCHOOL DISTRICT

Lease No. DACA09-1-70-97
Department of the Air Force
George Air Force Base
San Bernardino County, CA
Adelanto School District

SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, on 6 October 1969, a lease was entered into between the Government and the Board of Trustees, Adelanto School District, hereinafter referred to as the Lessee, for a term of twenty-five (25) years beginning 1 September 1969 and ending 31 August 1994, covering the use of 4 parcels of land containing 42.24 acres, more or less identified as Unit A-18, George Air Force Base, California, with right of ingress and egress over Government-owned roads, to construct and furnish facilities for school purposes

WHEREAS, by letter dated 8 June 1994, the Lessee requested an extension of above referenced lease for a period of one (1) year, and the Government is agreeable thereto.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree that said lease is amended in the following particulars but in no others:

1. Extend Lease No. DACA09-1-70- 97 from 1 September 1994 until 31 August 1995.
2. All other terms and conditions of the lease remain in full force and effect..

IN WITNESS WHEREOF, I hereunto set my hand by authority of the Secretary of the Air Force this _____ day of _____ 1994.

By: _____
ALAN K. OLSEN
Director
Air Force Base Conversion Agency

This SUPPLEMENTAL AGREEMENT NO 2. is also executed by the Lessee this 21 July day of July 1994.

WITNESS:

Donald Bradock
21 July 94

BY: David R. Knicaid
BOARD OF TRUSTEES
ADELANTO SCHOOL DISTRICT

Attachment 4

Amendment to Finding of Suitability to Transfer Parcels E-1 and E-2

FK 544



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR FORCE BASE DISPOSAL AGENCY



MEMORANDUM FOR SEE DISTRIBUTION

OCT 21 1994

FROM: AFBCA/SP
1700 No. Moore St., Suite. 2300
Arlington, VA 22209-2802

SUBJECT: Amendment to George Air Force Base (AFB) Finding of Suitability to
Transfer (FOST) of Parcels E1 and E2

The Air Force Base Conversion Agency proposes to amend Sections 2 and 5 of the George AFB Finding of Suitability to Transfer (FOST) of Parcels E1 and E2, distributed August 19, 1994, as follows:

Section 2, PROPERTY DESCRIPTION is reworded to read "The property is shown on Appendix A. This public benefit assignment entails the transfer of 22 acres of unimproved land in Parcel E2 and 41 acres in Parcel E1 to be utilized for educational purposes by the proposed recipients. The property in Parcel E1 contains improvements owned and occupied by the Adelanto School District. This action does not affect the present ownership of any improvements on Parcel E1."

Section 5. ENVIRONMENTAL BASELINE SURVEY FINDINGS: [Insert the following after the first sentence:] "Parcel E1 was considered Environmental Condition Code (ECC) 2 in the Environmental Baseline Survey (EBS) because offices were assumed to have stored office products (such as cleaning agents) that may have contained hazardous substances. However, no hazardous substances in excess of 1000 kg were stored, and no releases or disposals of hazardous substances are known to have occurred on the Parcels. No notice regarding hazardous substance activity is required in this action. The CERCLA 120(h)(3) covenant stating that all necessary remedial actions have been taken, is not required." The last sentence in Section 5 is now deleted since it is redundant.

Please call Mr. Bob Butler of my office at (703) 696-5539 if you have any questions.

ALAN K. OLSEN

Director
Air Force Base Conversion Agency

Attachment:
Distribution List

Distribution List

Ms. Esther Hill
US EPA, Region IX
75 Hawthorne Street, Code H-9-A
San Francisco, CA 94105-3901

Ms. Thelma Estrada
US EPA, Region IX
75 Hawthorne Street, Code RC-3-4
San Francisco, CA 94105-3901

Mr. John Adams
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95801-2120

Ms. Gina Maria Gillette
CAL EPA, DTSC Region 4
Base Closure Branch
245 West Broadway, Suite 425
Long Beach, CA 90802-4444

Air Pollution Control District
15428 Civic Drive, Suite 200
Victorville, CA 92392

Federal Aviation Administration
Attn: Mr. Peter Melia
PO Box 92007 Worldway Postal Center
Los Angeles, CA 90009

Southern Calif. Assoc. of Governments
3600 Lime Street, Suite 216
Riverside, CA 92507

Southern Calif. Assn. of Govts.
Los Angeles Ofc.
Attn: Arnold San Miguel
818 W. 7th St., 12th Floor
Los Angeles, California 90017-3435

Mr. Brian Swarthout
US EPA, Region IX
75 Hawthorne Street, Code H-9
San Francisco, CA 94105-3901

Mr. Jim Cox, City Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392

Mr. Emad Yemut
CAL EPA, DTSC Region 4
Base Closure Branch
245 West Broadway, Suite 425
Long Beach, CA 90802-4444

Mr. Ray Menebroker
California Air Resources Board
P.O. Box 942836
Sacramento, CA 95814

CRWQCB, Lahonton Region-Victorville
15428 Civic Drive, Suite 100
Victorville, CA 92392

Ms. Patricia Chamberlaine
City of Adelanto Administrator
11600 Air Base Road
Adelanto, CA 92301

VVEDA
Attn: Mr. Peter D'Errico
P.O. Box 3007
Victorville, CA 92394

Ms. Denise Caron
Chief, Environmental Programs
AFBCA/OL-C, Building 321
George AFB, CA 92394-5000

Atch 1

Adelanto School District
Attn: Mr. Don Bradach
11824 Air Base Rd.
Adelanto, CA 92301

Attachment 5

Quitclaim Deed
US Department of Education
to
Adelanto School District

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Adelanto School Dist.
 P.O. Box 70
 Adelanto CA 92301
 Attn: Don Braduch

San Bernardino, Error J. Mackzlin, Recorder

No Fee

Doc No. 19950203141

12:13pm 06/13/95

005 10011543 03 03

PG	TYPE	FEE	ST FEE	ADD NM	CY	ADD RF	PEN PR	PCOR
19								
			5			✓	6	D
NON ST	LN	SVY	CIT-CD	TRANS TAX	NO FEE	CHRG	EXAM	

SPACE ABOVE FOR RECORDER'S USE ONLY

Quitclaim Deed

Title of Document

AREA FOR
 RECORDER'S
 USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)

95-203141

QUITCLAIM DEED

PREAMBLE

This DEED is made this 22nd day of May, 1995, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Real Property Group, Office of Management, ("GRANTOR"), pursuant to Section 203(k) of the Federal Property and Administrative Services Act of 1949, as amended, ("Act"), P.L. No. 81-152, 63 Stat. 377, 40 U.S.C. Section 471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, P.L. No. 96-88, 93 Stat. 668, 20 U.S.C. Section 3401 et seq., and ADELANTO SCHOOL DISTRICT, Adelanto, California, a political subdivision of the State of California, ("GRANTEE").

I. RECITALS

1. By letter dated September 23, 1994, from the Department of the Air Force, certain Federal surplus real property identified as being Parcel E-1, George Air Force Base, California, consisting of 42.74 acres of improved land, located San Bernardino County, California, ("Property"), was assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit

allowance, and proposes to use the Property for educational purposes as detailed in its applications to GRANTOR dated May 28, 1993, June 8, 1993 and June 9, 1993 ("Application").

3. The Department of the Air Force has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE, and GRANTOR has accepted the offer of GRANTEE.

II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described within EXHIBITS "A" and "B" hereto, and incorporated herein by reference.

5. GRANTEE by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is" basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. The GRANTEE also covenants and agrees for itself, its successors and assigns, that the GRANTOR has no obligation to provide any additions, improvements, or alterations to the Property, and that this conveyance is subject to any and all

existing easements, rights of way, reservations and servitudes, whether of record or not.

III. CONDITIONS SUBSEQUENT

6. GRANTEE shall HAVE AND HOLD the Property subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding and enforceable against GRANTEE , its successors and assigns as follows:

- (1) For a period of thirty (30) years from the date of this Deed, the Property will be used continuously for educational purposes in accordance with the proposed program and plan of GRANTEE as set forth in its Application and for no other purpose. GRANTOR reserves the right to enter and inspect the Property during said period.
- (2) During the above period of thirty (30) years, GRANTEE will not sell, resell, lease, rent, mortgage, encumber, dispose of or otherwise transfer any interest in any part of the Property except as GRANTOR may authorize in advance in writing.
- (3) One year from the date of this Deed and biennially thereafter for the period of thirty (30) years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR, such other pertinent information evidencing its continuous use of

the Property as required by condition subsequent number one (1).

- (4) During the above period of thirty (30) years, GRANTEE will at all times be and remain a tax-supported institution or a nonprofit institution, organization, or association exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.
- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352, 42 U.S.C. Section 2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. Section 1681 et seq., and Section 844 of the Education Amendments Act of 1974 (P.L. 93-380) (in relation to education); (c) Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. Section 794 et seq.; Title II of the Americans With Disabilities Act of 1990; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from

participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number one (1) above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

9. In the event GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within thirty-one (31) years from the date of this conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said Paragraph 6, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent number 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent number 5.

IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and maintenance shall, at a minimum, conform to

the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE's Application.

12. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, to indemnify and hold harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to the Grantee's use or occupancy of the property, or any other act or omission of the Grantee, including failure to comply with the obligations of this transfer.

13. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns and every successor in interest to the Property herein conveyed, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77 entitled "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

14. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees and assigns, subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq., including the preparation of environmental impact

statements, as required (See 42 U.S.C. Section 4332); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Federal Register 43239 (1979) reprinted in 42 U.S.C.A. Section 4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Federal Register 26961 (1977), reprinted in 42 U.S.C.A. Section 4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 42 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Federal Register 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive orders, Federal, State or local, pertaining to floodplains, wetlands or the future use of the Property conveyed by this Deed.

15. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property conveyed herein or any part thereof that it will comply with the requirements of: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. Section 2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. 92-318), 20 U.S.C. Section 1681 et seq., and Section 844 of the Education Amendments of 1974 (P.L. 93-380) (in relation to education); (c) Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), 29 U.S.C. Section 794 et seq., and Title II of the Americans With Disabilities Act of 1990; (d) all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, all to

the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statutes or regulations.

16. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear

and tear, an act of God, or alterations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

17. GRANTEE may seek abrogation of the conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR; and
- b. Payment to the UNITED STATES OF AMERICA a sum of money equal to the fair market value of the property to be released from the conditions as of the effective date of the abrogation:
 - (1) multiplied by the percentage public benefit allowance granted at the time of conveyance, then
 - (2) divided by 360, and
 - (3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

18. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent number 1 above without the written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving

directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

19. GRANTEE, by the acceptance of this Deed, further covenants for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

20. GRANTOR expressly reserves from this conveyance all mineral rights in the Property to any and all minerals, including but not limited to oil, gas, coal, sulphur, sand or gravel. The listing of certain minerals shall not cause the doctrine of ejusdem generis to apply. Further, GRANTOR reserves the right to enter upon the Property to prospect for and produce such minerals. GRANTEE, its successors and assigns, shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the written consent of GRANTOR. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself,

its successors and assigns, that should an extraction or production of minerals in or under the described Property occur (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR, and will promptly pay such revenue to GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, sand or gravel, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. Nothing herein shall be construed as authorizing the GRANTEE to engage in the extraction or production of minerals in, on, or under the Property.

21. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, all right, title, interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent number 2 of Paragraph 6 of this Deed.

22. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market rental value plus

reasonable attorneys fees and costs of the GRANTOR in securing the return of the Property.

23. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, said insurance and all monies payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of the Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under Section 102 of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Proceeds of such insurance

will be used as set forth above.

24. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that GRANTOR (The United States) reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation or other corrective action, with such reservation including the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this Deed. Pursuant to this reservation, the United States and the State of California, and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to GRANTEE or the then owner and any authorized occupant of the Property) to enter upon the Property and conduct investigations and surveys, to include drillings, testpitting, borings, data and record compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

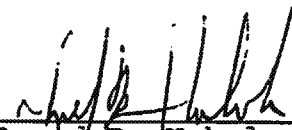
25. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by this Deed

may be exercised by any successor in function to GRANTOR, and all references in this Deed to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as of the date and year first above written.

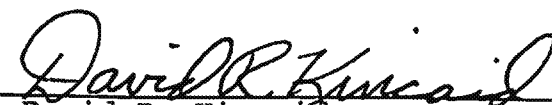
UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education
GRANTOR:

By: 
David B. Hakola
Director, Real Property Group
Office of Management
U.S. Department of Education
Washington, D.C.

ACCEPTANCE

The Adelanto District, acting through its Superintendent, GRANTEE, hereby accepts this Quitclaim Deed and accepts and agrees to all the terms, covenants, conditions subsequent, and restrictions contained therein.

ADELANTO SCHOOL DISTRICT
GRANTEE:

By: 
David R. Kincaid
Superintendent

ACKNOWLEDGMENTS

WASHINGTON)

DISTRICT OF COLUMBIA)

On this 22nd day of May, 1995, personally appeared before me, a Notary Public in and for the District of Columbia, David B. Hakola, Director, Real Property Group, Office of Management, U. S. Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with the full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, D.C., on this 22nd day of May, 1995.

(Signed):


 Notary Public

My Commission expires:

August 31, 1998

SAN BERNARDINO COUNTY)

STATE OF CALIFORNIA)

On this 9th day of June, 1995, personally appeared before me, a Notary Public in and for the State of California, David R. Kincaid, Superintendent, Adelanto School District, known to me to be the same person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with the full authority and as the act and deed of the Board of Trustees, Adelanto School District, Adelanto, San Bernardino County, California.

IN WITNESS WHEREOF, I have set my hand and seal on this the 9th day of June, 1995.

(Signed):

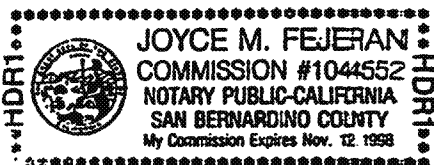
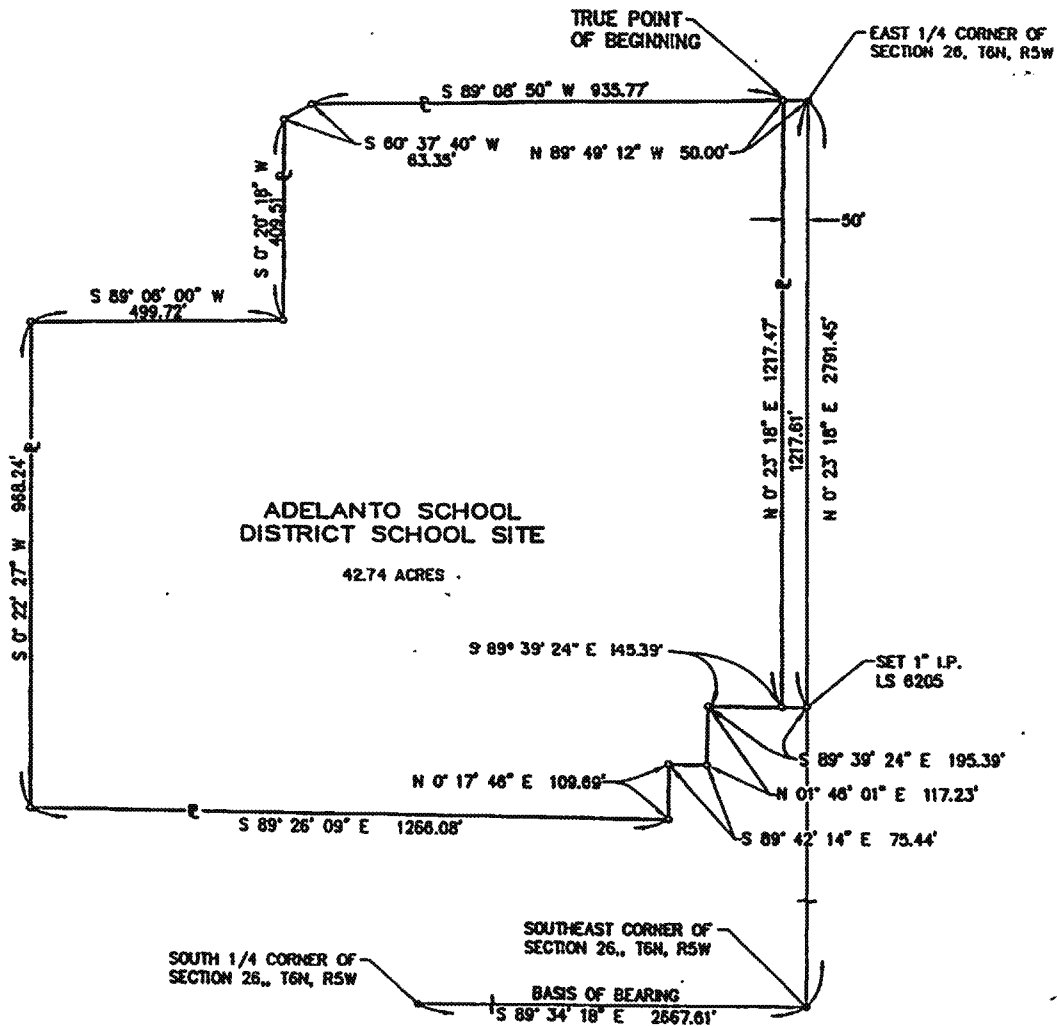

 Notary Public
My Commission expires: NOV. 12, 1998

EXHIBIT "A"

LEGAL DESCRIPTION OF ADELANTO SCHOOL DISTRICT
SITE ON GEORGE AIR FORCE BASE

A parcel of land, lying within a portion of Section 26, Township 6 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California described as follows and as shown on Exhibit "B" a plat attached hereto and made a part hereof:

Beginning at the South 1/4 Corner of said Section 26; Thence South 89°34'18" East, 2667.61 feet to the southeast corner of said Section 26; Thence North 0°23'18" East, 2791.45 feet to the East 1/4 corner of said Section 26; Thence North 89°49'12" West, 50.00 feet to THE TRUE POINT OF BEGINNING; Thence South 89°08'50" West, 935.77 feet; Thence South 60°37'40" West, 63.35 feet; Thence South 0°20'18" West, 409.51 feet; Thence South 89°06'00" West, 499.72 feet; Thence South 0°22'27" West, 968.24 feet to a 5/8 inch diameter rebar with a yellow surveyor's cap marked LS 6205; Thence South 89°26'09" East, 1266.08 feet to a 5/8 inch diameter rebar with a yellow surveyor's cap marked LS 6205; Thence North 0°17'46" East, 109.69; Thence South 89°42'14" East, 75.44 feet; Thence North 1°46'01" East, 117.23 feet; Thence South 89°39'24" East, 145.39 feet to a point being 50 feet west of the east line of said Section 26; Thence North 0°23'18" East, 1217.47 feet to THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

SCALE: 1"=300'

SURVEYOR NOTES

- SET 5/8"x18" LONG REBAR WITH YELLOW CAP LS 6205 UNLESS OTHERWISE NOTED
 - I.P. IRON PIPE
- BASIS OF BEARING TAKEN FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 26, T6N, R5W, S.B.M. PER RECORD OF SURVEY 65/96-102 O.R. BEING S 89° 34' 18" E



THIS PLAT AND LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION, DATED 1/26/98, SIGNED Thomas E. Ragen, THOMAS E. RAGEN, L.S. 6205



PREPARED BY:
**So & Associates
Engineers Inc.**

18209 KAMANA RD. • P.O. BOX 1712
SANTA VALLEY, CALIFORNIA 92383

GEORGE AIR FORCE BASE

**ADELANTO SCHOOL DISTRICT
SCHOOL SITE PLAT MAP**